	ed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. 8-10) (Mandatory 1-11)				
THIS IS A	BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD ILEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.				
Compens brokerag	ation charged by brokerage firms is not set by law. Such charges are established by each real estate e firm.				
	NT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.				
	EXCLUSIVE TENANT LISTING CONTRACT				
	☐ TENANT AGENCY ☐ TRANSACTION-BROKERAGE				
Date:					
	EEMENT. Tenant and Brokerage Firm enter into this exclusive, irrevocable contract (Tenant Listing Contract) as of the rth above.				
☐ 2.1. Tenant ar individual including employing ☐ 2.2. Reference who serves	KER AND BROKERAGE FIRM. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of do to perform the services for Tenant required by this Tenant Listing Contract is called Broker. If more than one is so designated, then references in this Tenant Listing Contract to Broker shall include all persons so designated, substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the gbroker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person in this Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, as the broker of Tenant and perform the services for Tenant required by this Tenant Listing Contract. INED TERMS.				
and any o	Tenant: ther person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.				
3.2.	Brokerage Firm:				
3.3.	Broker:				
	Premises. Premises means real estate which substantially meets the following requirements or similar real estate to Tenant:				
	Lease. 3.5.1. Lease of the Premises or Lease means any lease of an interest in the Premises. 3.5.2. If this box is checked, Tenant authorizes Broker to negotiate a purchase of the Premises. Purchase of the Premises or Purchase means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the				
3.6. the earlier Broker sh under § 7 3.7. "N/A" or upon which	Term. The Term of this Tenant Listing Contract shall begin on				

3.8. Day; Computation of Period of Days, Deadline.

- **3.8.1. Day.** As used in this Tenant Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
- **3.8.2.** Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline \square Shall \square Shall Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

4. BROKERAGE RELATIONSHIP.

- **4.1.** If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant as a limited agent (Tenant's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.
- **4.2. In-Company Transaction Different Brokers.** When the landlord and Tenant in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Tenant acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.
- **4.3. In-Company Transaction One Broker.** If the landlord and Tenant are both working with the same broker, Broker shall function as:
- **4.3.1. Tenant's Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following applies:
- **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Tenant.
- 4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both. If this box is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the landlord, in which case Broker shall act as a Transaction-Broker.
- **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Tenant as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.
- **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, acting as either a Transaction-Broker or a Tenant's Agent, shall perform the following **Uniform Duties** when working with Tenant:
 - **5.1.** Broker shall exercise reasonable skill and care for Tenant, including but not limited to the following:
 - **5.1.1.** Performing the terms of any written or oral agreement with Tenant;
- **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written agreement to Lease the Premises;
 - **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;
- **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - **5.1.5.** Accounting in a timely manner for all money and property received; and
 - **5.1.6.** Keeping Tenant fully informed regarding the transaction.
 - **5.2.** Broker shall not disclose the following information without the informed consent of Tenant:
 - **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;
 - **5.2.2.** What Tenant's motivating factors are;
 - **5.2.3.** That Tenant will agree to Lease terms other than those offered;
- **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 - **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.
- **5.3.** Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.
- **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or obligation to Tenant. Broker not shall be prohibited from showing competing tenants the same premises and from assisting competing tenants in attempting to lease a particular premises.
 - **5.5.** Broker shall not be obligated to seek other premises while Tenant is already a party to a lease or letter of intent to lease.
- **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty

- 106 to conduct an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement 107 made by Tenant.
 - 5.7. Broker shall disclose to any prospective landlord all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.
 - **5.8.** Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.
- 6. ADDITIONAL DUTIES OF TENANT'S AGENT. If the Tenant Agency box at the top of page 1 is checked, Broker is 112 Tenant's Agent, with the following additional duties: 113
 - **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity;
 - Seeking lease rates and terms that are acceptable to Tenant; and 6.2.
 - Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.
- COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Tenant shall 117 pay Brokerage Firm as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person. 118 Brokerage Firm shall be entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or 119
- landlord. Broker shall inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Tenant upon written request of Tenant

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121	suppry a copy to Tenant, upon written request of Tenant.					
122	Check Compensation Arrangement:					
123	7.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay. Broker is authorized					
124	to obtain payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall not be obligated					
125	to pay Brokerage Firm's fee. This section shall apply to New Premises Tenant's Existing Premises Both.					
126	7.2. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay. Broker is authorized					
127	and instructed to request payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenan					
128	shall be obligated to pay any portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm,					
129	landlord or sublandlord. This section shall apply to New Premises Tenant's Existing Premises Both.					
130	7.3. Tenant Will Pay. Tenant shall be obligated to pay the Brokerage Firm's fee as described in this § 7.3.					
131	7.3.1. Success Fee. Brokerage Firm shall be paid by Tenant as follows:					
132	7.3.1.1. Amount. \$ Per Square Foot per, up to a maximum of					
133	or					
134	7.3.1.2% of the Net Gross amount of rent payable under the lease up to a maximum o					
135	·					
136	7.3.1.3. Adjusted Amount. See Section 17. Additional Provisions or Other					
137	7.3.1.4. When Earned. The Success Fee is earned by the Brokerage Firm upon the execution of the Lease					
138	One-half of this fee shall be paid upon the execution of the Lease and one-half upon possession of the Premises by Tenant or as					
139	follows:					
140	7.3.2. Hourly Fee. Brokerage Firm shall be paid \$ per hour for time spent by Broker pursuant to this					
141	Tenant Listing Contract, up to a maximum total fee of \$ This hourly fee shall be paid to Brokerage Firm upon					
142	receipt of an invoice from Brokerage Firm. 7.3.3. Retainer Fee. Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable					
143 144	7.3.3. Retainer Fee. Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable upon signing of this Tenant Listing Contract. This amount \(\subseteq \text{Shall} \subseteq \text{Shall Not} be credited against other fees payable to					
144	Brokerage Firm under this section.					
145	7.3.4. Other Compensation.					
147	If no box is checked above, then § 7.3. (Tenant Will Pay) shall apply.					
148	7.3.5. Fee for Extension or Renewal. If the Lease, executed after the date of this Tenant Listing Contract, contains an					
149	option to extend or renew, Brokerage Firm Shall Shall Not be paid a fee upon exercise of such extension or renewa					
150	option. If Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as					
151	follows:					
152	7.4. Purchase Fee. If the box in § 3.5.2 is checked and if Brokerage Firm is unable to obtain payment of Brokerage Firm's					
153	entire fee from listing brokerage firm or seller, Tenant shall pay Brokerage Firm a fee equal to the greater of \$					
154	% of the purchase price for the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery					
155	of deed.					

Holdover Period. Brokerage Firm's fee shall apply to Premises leased (or purchased if § 3.5.2 is checked) during the

Term of this Tenant Listing Contract or any extensions and shall also apply to Premises leased or purchased within calendar

days after this Tenant Listing Contract expires or is terminated (Holdover Period) (1) if the Premises is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Tenant during the Term, (Submitted Premises).

Provided, however, Tenant Shall Shall Not owe the compensation under §§ 7.3.1, 7.3.2, 7.3.4 and 7.4 as indicated, if a

commission is earned by another real estate brokerage firm acting pursuant to an exclusive agreement with Tenant entered into

162 during the Holdover Period, and a Lease or Sale of the Submitted Premises is consummated. If no box is checked above in this § 163 7.5, then Tenant shall not owe the commission to Brokerage Firm. 164 8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, shall accept compensation from any other person or entity in connection with the Premises without the written consent of Tenant. 165 Additionally, neither Broker nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for 166 services performed by any third party or affiliated business entity unless Tenant signs a separate written consent for such services. 167 9. TENANT'S OBLIGATIONS TO BROKER. Tenant agrees to conduct all negotiations for the Lease of the Premises only 168 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective landlords, 169 170 171 currently a party to any agreement with any other broker to represent or assist Tenant in the location or Lease of the Premises. 10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order 172 products or services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, 173 drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage 174 Firm shall be obligated to advance funds for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage 175 Firm for such products or services authorized by Tenant. 176 177 11. BROKERAGE SERVICES: SHOWING PREMISES. 178 11.1. Brokerage Services. The Broker shall provide brokerage services to Tenant. The following additional tasks shall be 179 performed by Broker: 180 181 182 11.2. Showing Premises. Tenant acknowledges that Broker has explained the possible methods used by listing brokers, 183 landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due 184 to such methods. Broker's limitations on accessing premises are as follows: 185 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services: 186 187 188 12. DISCLOSURE OF TENANT'S IDENTITY. Broker Does Does Not have Tenant's permission to disclose Tenant's 189 identity to third parties without prior written consent of Tenant. 190 13. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective landlord because of the 191 race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person. 192 14. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Tenant acknowledges that Broker 193 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other 194 195 counsel before signing this Tenant Listing Contract. 196 15. MEDIATION. If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the 197 198 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose 199 binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall 200 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is 201 delivered by one party to the other at the party's last known address. 202 203 16. ATTORNEY FEES. In the event of arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees. 204 205 17. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate

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Commission.)

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212 213 214 215	18. ATTACHMENTS. The following are a part of this Tenant Listing Contract:							
216 217 218 219 220 221 222 223 224 225 226	 19. NOTICE, DELIVERY AND CHOICE OF LAW. 19.1. Physical Delivery. All notices must be in writing, except as provided in § 19.2. Any document, including a signed document or notice, delivered to the other party to this Tenant Listing Contract, is effective upon physical receipt. Delivery to Tenant shall be effective when physically received by Tenant, any signator on behalf of Tenant, any named individual of Tenant or representative of Tenant. 19.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party. 19.3. Choice of Law. This Tenant Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado. 							
227 228	20. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Tenant Listing Contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.							
229 230 231	21. COUNTERPARTS. If more than one person is named as a Tenant herein, this Tenant Listing Contract may be executed by each Tenant, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.							
232 233	22. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Tenant Listing Contract.							
234 235	23. COPY OF CONTRACT. Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including all attachments.							
Brokerage Firm authorizes Broker to execute this Tenant Listing Contract on behalf of Brokerage Firm.								
	Tenant's Name:		Broker's Name:					
	Tenant's Signature	Date	Broker's Signature	Date				
	Address:		Address:					
	Phone No.: Fax No: Electronic Address:		Phone No.: Fax No: Electronic Address:					
			Brokerage Firm's Name:					

Address:

Phone No.: Fax No.:

Electronic Address: